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VAN WAGNER COMMUNICATIONS, LLC
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14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16
17 VAN WAGNER
COMMUNICATIONS, LLC,

18 Plaintiff,

19 vs.
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21 CITY OF LOS ANGELES,

22 Defendant.
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CV08-05782 DSF JTLx

CASE NO. _____

COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF

COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

1. Plaintiff Van Wagner Communications, LLC (“Van Wagner”) brings this action to challenge Defendant City of Los Angeles’ (“the City”) unlawful ordinance restricting off-site signs within city limits. The City’s sign ordinance, on its face and as applied, violates the First Amendment to the United States Constitution, the Equal Protection Clause to the U.S. Constitution, and the California Constitution. This Court has jurisdiction over the parties and subject matter in this Complaint. Van Wagner’s federal claims arise under the Constitution and laws of the United States, including the First Amendment, the Fourteenth Amendment, and 42 U.S.C. § 1983. Jurisdiction is proper under 28 U.S.C. § 1331 and 28 U.S.C. § 1343. This Court may enter declaratory relief under 28 U.S.C. §§ 2201-02. This Court has supplemental jurisdiction over Van Wagner’s state law claim pursuant to 28 U.S.C. § 1367(a).

2. A court in this district has already concluded that several provisions of the City’s sign ordinance violate the First Amendment and has permanently enjoined the City from enforcing those provisions against a local sign company. The ordinance inflicts the same First Amendment injury in this case, and Van Wagner is therefore entitled to the same relief.

VENUE

3. Venue in this district is proper under 28 U.S.C. § 1391(b) because Defendant resides here and because a substantial part of the events giving rise to Van Wagner’s claims occurred in this judicial district.

PARTIES

4. Van Wagner Communications, LLC is an outdoor advertising company with its chief executive office in New York City, New York. Van Wagner also maintains an office in the City of Los Angeles. Van Wagner is one of the largest “out of home” advertising companies in the nation, and has a substantial inventory of signs in Los Angeles. Typically, Van Wagner leases private property

on which it displays its signs. Van Wagner then sells advertising space on its signs to both commercial and non-commercial entities. Van Wagner's signs carry both commercial and non-commercial messages.

5. The City of Los Angeles is a municipal corporation, organized under its Charter and the laws of the State of California.

THE CITY'S SIGN ORDINANCE

6. The City comprehensively regulates outdoor advertising within city limits, primarily through two parts of the Los Angeles Municipal Code ("LAMC"): (a) Chapter 1, Article 4.4, §§ 14.4.1 *et seq.*; and (b) Chapter 9, Article I, Division 62, §§ 91.6201 *et seq.* (collectively, "the Ordinance").

7. Outdoor advertising signs like those regulated by the Ordinance are speech protected by the First Amendment to the Constitution.

8. The Ordinance has multiple purposes: (a) that "the design, construction, installation, repair and maintenance of signs will not interfere with traffic safety or otherwise endanger public safety"; (b) applicable sign regulations "will provide reasonable protection to the visual environment by controlling the size, height, spacing and location of signs"; (c) "both the public and sign users will benefit from signs having improved legibility, readability, and visibility"; (d) "consideration will be given to equalizing the opportunity for messages to be displayed"; and (e) "adequacy of message opportunity will be available to sign users without dominating the visual appearance of the area." LAMC § 14.4.1.

9. The Ordinance distinguishes between "off-site" signs and "on-site" signs. *Id.* § 14.4.2. Generally speaking, off-site signs advertise businesses, products, services, or events that are not sold where the sign is displayed. On-site signs, by contrast, advertise products or services offered at the sign's location.

10. The Ordinance generally bans new off-site signs on private property. *Id.* § 14.4.4(B)(11). But the Ordinance exempts from this prohibition "off-site signs [that] are specifically permitted pursuant to a legally adopted specific plan,

1 supplemental use district, an approved development agreement, or a relocation
2 agreement entered into pursuant to California Business and Professions Code
3 Section 5412.” *Id.*

4 11. The Ordinance also generally prohibits alterations to existing off-site
5 signs, subject to the same exceptions where “specifically permitted pursuant to a
6 legally adopted specific plan, supplemental use district, an approved development
7 agreement, or a relocation agreement entered into pursuant to California Business
8 and Professions Code Section 5412.” *Id.* This prohibition on altering existing off-
9 site signs prevents sign companies like Van Wagner from converting existing
10 billboards that display static advertising copy into billboards with digital displays.

11 12. The Ordinance also generally prohibits supergraphic signs, which are
12 images printed on vinyl or other material that is then affixed to a wall. *Id.*
13 §§ 14.4.2, 14.4.4(B)(9). Much like the general ban on off-site signs, the prohibition
14 on supergraphic signs exempts “supergraphic signs [that] are specifically permitted
15 pursuant to a legally adopted specific plan, supplemental use district or an approved
16 development agreement.” *Id.* § 14.4.4(B)(9).

17 13. The Ordinance separately bans most off-site signs that are within 2,000
18 feet of a freeway and that are viewed primarily from the road. *Id.* § 14.4.6. The
19 prohibition on freeway signs also exempts signs that are “specifically permitted
20 pursuant to a legally adopted specific plan, supplemental use district, an approved
21 development agreement, or a relocation agreement entered into pursuant to
22 California Business and Professions Code Section 5412.” *Id.* § 14.4.4(B)(9), (11).

23 14. The City interprets each of these prohibitions on off-site, supergraphic,
24 and freeway signs as applying only to signs on private property, not to signs in the
25 public right-of-way. *See id.* §§ 91.101.4, 91.101.5.

26 15. The exceptions to the Ordinance’s prohibitions for signs authorized by
27 specific plans, supplemental use districts, and development agreements give City
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1 officials sweeping authority over whether to allow off-site, supergraphic, and
2 freeway signs.

3 16. City officials can adopt specific plans or supplemental use districts in
4 their discretion. *Id.* § 12.32. The only guidepost mentioned in the Ordinance is
5 whether an approved plan or district would be “in conformity with public necessity,
6 convenience, general welfare and good zoning practice.” *Id.* § 12.32(C)(7).

7 17. In addition, City officials enjoy broad authority to adopt regulations
8 governing signs in sign districts, one type of supplemental use district contemplated
9 by the City’s municipal code: “The sign regulations [in a sign district] shall
10 enhance the character of the district by addressing the location, number, square
11 footage, height, light illumination, hours of illumination, sign reduction program,
12 duration of signs, design and types of signs permitted, as well as other
13 characteristics, and can include murals, supergraphics, and other on-site and off-site
14 signs. However, the regulations for a ‘SN’ Sign District cannot supersede the
15 regulations of an Historic Preservation Overlay District, a legally-adopted specific
16 plan, supplemental use district or zoning regulation needed to implement the
17 provisions of an approved development agreement.” *Id.* § 13.11(C).

18 18. City officials also enjoy standardless authority to adopt development
19 agreements that allow the installation of new signs. Development agreements need
20 only be consistent with specific plans, which themselves vest City officials with
21 broad discretion.

22 19. These provisions of the Ordinance give City officials sweeping
23 discretion over whether and how to adopt, amend, or repeal specific plans, sign
24 districts, and development agreements—and hence, whether to allow or prohibit
25 speech. By failing to constrain their discretion, the Ordinance gives City officials
26 the power to allow the speech and speakers that they favor and prohibit the speech
27 and speakers that they disfavor. This discretion poses the risk that prospective
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1 speakers will censor their speech to avoid subjecting themselves to the unrestrained
2 authority of local officials.

3 20. The City's Ordinance separately prohibits signs that officials deem to
4 be a "hazard" to traffic safety. The Ordinance provides that "[n]o sign or sign
5 support structure shall be erected, constructed, painted or maintained, and no permit
6 shall be issued, if the sign or sign support structure, because of its location, size,
7 nature or type, constitutes a hazard to the safe and efficient operation of vehicles
8 upon a street or a freeway, or which creates a condition that endangers the safety of
9 persons or property." *Id.* § 14.4.5(A). This provision does not require City
10 officials to articulate their reasons for deeming a prospective sign a "hazard."

11 21. This provision of the Ordinance fails to include definite and objective
12 standards to constrain local officials' discretion in deciding what signs pose a
13 "hazard" due to their "nature or type" and hence are prohibited under the
14 Ordinance. The provision therefore empowers local officials to allow or prohibit
15 signs based on their content.

16 22. The Ordinance also authorizes the Board of Building and Safety
17 Commissioners (the "Board") to "grant significant modifications from these sign
18 regulations." *Id.* § 91.6201.6.1. To grant such a modification, the Board "must
19 find (1) that a special, individual reason makes the strict letter of the ordinance
20 impractical and (2) that the requested modification is in conformity with the spirit
21 and purposes of the objectives set forth in Section 91.6201.6.6 of this Code." *Id.*
22 § 91.6201.6.2. This provision does not require City officials to articulate their
23 reasons for granting or denying a requested significant modification.

24 23. This provision of the Ordinance fails to include definite and objective
25 standards to constrain local officials' discretion in deciding whether there is a
26 "special, individual reason" to allow a proposed sign or sign alteration and whether
27 a requested modification conforms with the "spirit and purposes" of the
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1 Ordinance's objectives. This provision therefore empowers local officials to allow
2 or prohibit signs or sign alterations based on the signs' content.

3 24. The Ordinance also requires sign companies like Van Wagner to
4 obtain a permit before erecting a new sign or modernizing an existing one. *Id.*
5 § 91.6201.2.

6 25. The Ordinance specifically exempts from this permit requirement,
7 however, certain persons as well as signs with particular content. The Ordinance
8 says: "The following signs are exempt from the requirements to obtain a permit
9 before erection: . . . Boards and signs used exclusively to display official notices
10 issued by any court or public officer in the performance of a public duty or by a
11 private person in giving legal notice." *Id.* § 91.6201.2(1)(b).

12 **THE CITY'S STREET FURNITURE AND OTHER SIGN PROGRAMS**

13 26. Notwithstanding the City's general ban on new off-site, supergraphic,
14 and freeway signs, the City has authorized the installation and operation of
15 thousands of new such signs throughout the City. And notwithstanding the general
16 ban on altering existing off-site signs, the City has authorized some sign companies
17 to make such alterations by converting their billboards into digital displays.

18 27. First, six months prior to enacting the ban on off-site signs, the City
19 entered into a contract giving its selected vendor, Viacom Decaux (a joint venture
20 between CBS Outdoor's predecessor, Viacom Outdoor Inc., and J.C. Decaux), the
21 exclusive right to install thousands of new off-site advertising signs on transit
22 shelters, kiosks, and other public amenities throughout the City. This Street
23 Furniture Agreement will yield for the City at least \$150 million over the 20-year
24 life of the contract. Under the agreement, the City is also entitled to payments
25 above and beyond the \$150 million floor if revenues from street furniture
26 advertising exceed certain levels.

27 28. The Street Furniture Agreement also gives the City control over the
28 content of street furniture signs. The agreement bans advertisements for tobacco

1 products, and in certain locations, alcohol products, unless the City grants
2 permission otherwise.

3 29. Second, from the end of 2004 through 2007, the City entered into
4 settlement agreements with certain outdoor advertising companies (the "Settlement
5 Agreements") that, among other things, allowed those companies to maintain
6 unpermitted off-site signs. In addition, the Settlement Agreements authorize the
7 companies to convert existing billboards of their choice into billboards with digital
8 displays.

9 30. As a result of these Settlement Agreements, numerous electronic
10 billboards now appear throughout the City.

11 31. Upon information and belief, the City granted the settling sign
12 companies these benefits based on these companies' decision to challenge the
13 City's sign ordinance in court.

14 32. Van Wagner requested that the City give it treatment comparable to
15 that in the Settlement Agreements. The City refused.

16 33. Third, the City has developed a street banner program that facilitates
17 the placement of signs on publicly owned street light poles. LAMC §§ 62.132 *et*
18 *seq.* Banner signs advertise local civic and charitable events as well as the events'
19 for-profit sponsors. Upon information and belief, there can be thousands of banner
20 signs displayed in the City at any given time. The City charges fees for installing
21 these signs.

22 34. Fourth, upon information and belief, the City has permitted signs
23 within 2,000 feet of freeways, including, but not necessarily limited to:

- 24 a) An electronic pole sign at the Staples Center, adjacent to the 110
25 Harbor Freeway, that frequently changes its display; and
26 b) Four billboards in the 15th Street Signage Supplemental Use
27 District.
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1 45. Van Wagner has sought to enter into leases with private landowners to
2 erect new off-site signs on their property, but the landowners have refused because
3 of the Ordinance's prohibition.

4 46. Van Wagner faces a credible and imminent threat of City enforcement
5 action, civil penalties, and/or criminal prosecution with respect to any unpermitted
6 sign locations.

7 47. Van Wagner also faces a credible and imminent threat of City
8 enforcement action, civil penalties, and/or criminal prosecution if it were to proceed
9 with its plans to convert existing billboards into billboards with digital displays.

10 48. The City actively enforces the Ordinance's prohibitions. Upon
11 information and belief, local sign companies and property owners are regularly
12 subjected to City enforcement actions over signs that City inspectors deem to be in
13 violation of the Ordinance, including the Ordinance's prohibitions on off-site,
14 supergraphic, and freeway signs.

15 49. Van Wagner signs have been subjected to numerous enforcement
16 actions by City inspectors. Van Wagner itself and its property lessors have
17 received Orders to Comply from the City's Department of Building and Safety
18 asserting that a sign is in violation of the Ordinance's ban, demanding that the sign
19 be removed, and prohibiting the installation of any future sign at the cited location.

20 50. In addition, City authorities filed criminal charges against a property
21 owner with whom Van Wagner had a lease to maintain a sign. As a result of that
22 enforcement action, Van Wagner was forced to take down its sign on that
23 landowner's property.

24 **VAN WAGNER IS ENTITLED TO INJUNCTIVE RELIEF**

25 51. The harm caused by the Ordinance cannot be remedied at law. The
26 Ordinance prohibits the expression of speech that is protected under the First
27 Amendment and the California Constitution, and such harm, by definition, cannot
28 be remedied at law.

52. Van Wagner is also suffering irreparable injury to its business, including reputational harm and the loss of customer goodwill. Van Wagner offers its customers the highest-quality advertising signs. The Ordinance is preventing Van Wagner from offering its customers the state-of-the-art advertising signs that they have come to expect from Van Wagner. Van Wagner is also losing business opportunities every day that it is not able to offer new advertising space to customers. These injuries are particularly acute in light of the Court's order enjoining the City from enforcing provisions of the Ordinance against another local sign company. These injuries are also exacerbated by the Settlement Agreements, which give competitor sign companies the right to modernize their sign inventory, while the City refuses to give Van Wagner comparable benefits. An award of money damages cannot remedy these lost business opportunities, harm to reputation, and loss of customer goodwill.

53. Van Wagner will be able to begin to install new signs and to convert existing ones into digital displays promptly after the unlawful provisions of the Ordinance are enjoined.

COUNT ONE

(Facial Challenge to Ordinance's Ban on Off-Site, Supergraphic, and Freeway Signs as Unlawful Prior Restraints; Ordinance §§ 14.4.4(B)(9); 14.4.4(B)(11); 14.4.5; 14.4.6; 91.6201.6)

54. Plaintiff realleges and incorporates herein by reference all previous paragraphs of this Complaint.

55. The City's Ordinance vests local officials with unfettered discretion to authorize new off-site, supergraphic, and freeway signs, and to allow existing billboards to be converted into digital displays, based on their subjective judgment whether to adopt a specific plan, supplemental use district, or development agreement.

56. In addition, the Ordinance vests City officials with unbridled discretion to grant a “significant modification” to the Ordinance’s restrictions, which could allow the erection of a new sign or the modernization of an existing one.

57. The Ordinance endows local authorities with sweeping authority to determine whether a sign is a “hazard.”

58. By conferring on City officials such standardless discretion, the Ordinance, the official law and policy of the City, has deprived and continues to deprive Van Wagner of its rights under the First and Fourteenth Amendments to the United States Constitution.

59. Van Wagner is entitled to a declaration that Ordinance sections 14.4.4(B)(9), 14.4.4(B)(11), 14.4.5, 14.4.6, and 91.6201.6 are inconsistent with the First Amendment and are invalid on their face. Van Wagner is further entitled to an injunction prohibiting the City from enforcing those provisions against it.

COUNT TWO

(As-Applied Challenge under First Amendment to Ordinance’s Regulation of Commercial Speech; Ordinance §§ 14.4.4(B)(9); 14.4.4(B)(11); 14.4.6)

60. Plaintiff realleges and incorporates herein by reference all previous paragraphs of this Complaint.

61. The Ordinance, the official law and policy of the City, purports to ban new off-site, supergraphic, and freeway signs and to prevent outdoor advertisers from modernizing existing signs.

62. But at the same time, the City has allowed and continues to allow thousands of off-site signs within the City’s borders. These include, but are not necessarily limited to:

a) Thousands of off-site signs authorized by the City’s Street Furniture Agreement;

b) Off-site signs allowed to be maintained under the Settlement Agreements;

c) Upon information and belief, signs within 2,000 feet of freeways, including, but not necessarily limited to: (i) an electronic pole sign at the Staples Center, adjacent to the 110 Harbor Freeway; and (ii) four billboards in the 15th Street Signage Supplemental Use District;

d) Upon information and belief, signs near the City's convention center and sports arena;

e) Signs on light poles authorized under the City's street banner program; and

f) Advertising signs displayed on City transit buses.

63. Notwithstanding the Ordinance's ban on altering off-site signs, the City has also allowed and continues to allow certain sign companies to convert their existing billboards into digital displays.

64. By allowing all of these new and newly-modernized signs, the City works at cross-purposes with its purported interests in promoting traffic safety and regulating aesthetics. The City's prohibition against new signs and modernizing existing ones therefore does not directly advance those interests and reaches further than necessary to serve the City's interests.

65. The signs Van Wagner has erected and seeks to erect and/or modernize display lawful, non-misleading messages and pose no greater risk to the City's purported objectives of promoting traffic safety and aesthetics than do the thousands of off-site signs authorized by the City.

66. The City's application of its ban on new off-site, supergraphic, and freeway signs, and its prohibition against altering existing signs, to Van Wagner violates Van Wagner's rights under the First and Fourteenth Amendments to the United States Constitution.

74. Van Wagner is entitled to a declaration that Ordinance section 91.6201.2 is inconsistent with the First Amendment and therefore invalid on its face. Van Wagner is further entitled to an injunction prohibiting the City from enforcing its permit requirement against it.

COUNT FOUR

(Equal Protection Challenge to Ordinance's Preference for Certain Speech and Speakers; Ordinance § 91.6201.2)

75. Plaintiff realleges and incorporates herein by reference all previous paragraphs of this Complaint.

76. The Ordinance requires sign companies like Van Wagner to obtain a permit before erecting a new sign or modernizing an existing one. LAMC § 91.6201.2. This permit requirement applies to signs carrying both commercial and non-commercial speech.

77. But the Ordinance specifically exempts from this permit requirement certain signs displayed by certain speakers based on the content of the sign. The Ordinance says: "The following signs are exempt from the requirements to obtain a permit before erection: . . . Boards and signs used exclusively to display official notices issued by any court or public officer in the performance of a public duty or by a private person giving legal notice." *Id.* § 91.6201.2(b).

78. By excepting certain speech and speakers from the permit requirement based on the speech's content, the Ordinance discriminates against outdoor advertisers based on the content of their speech.

79. The City's discriminatory permit requirement does not serve a compelling interest, is not narrowly tailored to any interest, and is not the least restrictive alternative for achieving any valid City interest.

80. Van Wagner is entitled to a declaration that Ordinance section 91.6201.2 violates the Equal Protection Clause of the U.S. Constitution and

1 is invalid on its face. Van Wagner is further entitled to an injunction prohibiting
2 the City from enforcing section 91.6201.2's permit requirement against it.

3 **COUNT FIVE**

4 **(Equal Protection Challenge to City's Preferential Treatment of Companies
5 That Sued the City)**

6 81. Plaintiff realleges and incorporates herein by reference all previous
7 paragraphs of this Complaint.

8 82. The City, through its Settlement Agreements, which are the official
9 law and policy of the City, has granted certain benefits to outdoor advertisers that
10 exercised their First Amendment right to petition by suing the City. Those benefits
11 include, but are not necessarily limited to, the ability to maintain certain
12 unpermitted or otherwise out-of-compliance off-site signs and to convert existing
13 billboards from static messages into digital displays.

14 83. The City, through its official policy, has denied those same benefits to
15 Van Wagner, which had not exercised its right to petition the government for
16 redress of grievances by suing the City.

17 84. The City's disparate treatment of Van Wagner compared to its
18 treatment of the settling sign companies violates the Equal Protection Clause of the
19 U.S. Constitution. The City has distributed benefits based on the exercise of a
20 fundamental right—the right to petition the government for redress of grievances.

21 85. The City's disparate treatment of Van Wagner does not serve a
22 compelling interest, is not narrowly tailored to any interest, and is not the least
23 restrictive alternative for achieving any valid City interest.

24 86. Van Wagner is entitled to a declaration that the City has violated its
25 rights to equal protection under the Fourteenth Amendment to the United States
26 Constitution. Van Wagner is entitled to an injunction granting it benefits
27 comparable to those enjoyed by the companies who exercised their First
28 Amendment rights.

COUNT SIX

(Challenge under California Constitution; Ordinance §§ 14.4.4(B)(9) & (11); 14.4.5; 14.4.6; 91.6201.2; 91.6201.6)

87. Plaintiff realleges and incorporates herein by reference all previous paragraphs of this Complaint.

88. The Ordinance violates Van Wagner's free speech rights under Article 1, § 2 of the California Constitution by granting unfettered discretion to local officials over whether to allow new off-site, supergraphic, or freeway signs and whether to allow outdoor advertisers to modernize existing signs; by invalidly restricting commercial speech; and by drawing content-based distinctions between non-commercial speech.

89. Van Wagner is entitled to a declaration that the City is violating its rights under the California Constitution and an injunction barring the City from enforcing its invalid requirements against it.

PRAYER FOR RELIEF

Wherefore, Van Wagner prays for the following relief:

A. A declaration that the Ordinance's prohibitions on off-site signs (§ 14.4.4(B)(11)), supergraphic signs (§ 14.4.4(B)(9)), and freeway signs (§ 14.4.6) are invalid under the First Amendment on their face;

B. A declaration that the Ordinance's prohibitions on off-site, supergraphic, and freeways signs are invalid under the First Amendment as applied to Van Wagner;

C. A declaration that the Ordinance's prohibition against modernizing existing signs is invalid under the First Amendment on its face and as applied to Van Wagner;

D. A declaration that the Ordinance's permitting scheme is unlawful on its face under the First Amendment and the Equal Protection Clause to the United States Constitution;

- 1 E. A declaration that the Ordinance violates the California Constitution;
2 F. A preliminary and permanent injunction barring the City from
3 enforcing the Ordinance's invalid requirements against Van Wagner;
4 G. Costs and reasonable attorneys' fees as permitted by law; and
5 H. Such other and further relief as the Court may find necessary and
6 appropriate.

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8 DATED: September 4, 2008

MUNGER, TOLLES & OLSON LLP

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10 By: 

LUIS LI

11 Attorneys for Plaintiff
12 VAN WAGNER COMMUNICATIONS,
13 LLC
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Dale S. Fischer and the assigned discovery Magistrate Judge is Jennifer T. Lum.

The case number on all documents filed with the Court should read as follows:

CV08- 5782 DSF (JTLx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :
NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

VAN WAGNER COMMUNICATIONS, LLC,

PLAINTIFF(S)

v.

CITY OF LOS ANGELES,

DEFENDANT(S).

CASE NUMBER

CV08-05782 DSF JTLx

SUMMONS

TO: DEFENDANT(S): CITY OF LOS ANGELES

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Luis Li, whose address is 355 South Grand Avenue, 35th Floor, Los Angeles, CA 90071-1560. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

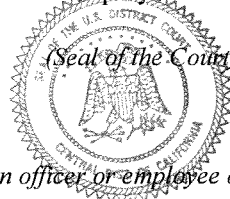
SEP - 4 2008

Dated: _____

LA'REE HORN

By: _____

Deputy Clerk



1192

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT CALIFORNIA
CIVIL COVER SHEET

COPY

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
Van Wagner Communications, LLC**DEFENDANTS**
City of Los Angeles**(b) Attorneys** (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)Luis Li, Munger, Tolles & Olson LLP
355 South Grand Avenue, 35th Floor, Los Angeles, CA 90071-1560
Telephone: 213-683-9100 [See attachment "A"]

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: **JURY DEMAND:** ☐ Yes ☒ No (Check 'Yes' only if demanded in complaint.)**CLASS ACTION under F.R.C.P. 23:** ☐ Yes ☒ No**MONEY DEMANDED IN COMPLAINT:** \$**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

An action pursuant to 42 U.S.C. Section 1983, for Defendant's violation of Plaintiff's constitutional rights under the First and Fourteenth Amendments.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL PROPERTY	PETITIONS	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 Habeas Corpus General	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE / PENALTY	
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 610 Agriculture	PROPERTY RIGHTS
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 891 Agricultural Act	REAL PROPERTY	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	SOCIAL SECURITY
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	IMMIGRATION	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input checked="" type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				FEDERAL TAX SUITS
					<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
					<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number:

CV08-05782

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT CALIFORNIA
CIVIL COVER SHEET

VIII(a). **IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). **RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☐ No ☒ Yes
If yes, list case number(s): Please see accompanying Notice of Related Cases

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☒ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	New York

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ Date September 4, 2008

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

ATTACHMENT A

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